



BRENCE CULP
Acting Chief Executive Officer

County of Los Angeles **CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors

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December 02, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT FOR SPECIAL LEGAL SERVICES –
OFFICE OF THE INDEPENDENT MONITOR
FOR PROBATION DEPARTMENT
(ALL DISTRICTS AFFECTED)
(3 VOTES)**

SUBJECT

This is a recommendation to approve an agreement with Antoinette Morris for the provision of special legal services with the Office of the Independent Monitor (OIM) for the Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board of Supervisors to sign the attached Agreement for Special Legal Services with OIM for the Probation Department with Antoinette Morris, commencing January 5, 2015 and terminating June 30, 2017, with a total base annual compensation amount not to exceed \$148,000 plus actual and necessary expenses incurred.
2. Delegate authority to the Acting Chief Executive Officer to execute all amendments to the Agreement for Special Legal Services with Antoinette Morris that are necessary to implement Board directives regarding the functions and scope of legal services for the Probation Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As requested by the Chief Probation Officer, we are recommending approval of the attached Agreement for Special Legal Services with OIM for the Probation Department (Agreement) with

Antoinette Morris (OIM Staff Attorney). The OIM Staff Attorney shall, subject to coordination and guidance of the Chief Attorney, assist the Chief Probation Officer in fulfilling his duties and obligations by investigating allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate. The OIM Staff Attorney shall assist the Chief Attorney in the oversight and coordination of the independent review process and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.

On May 13, 2014, the Board approved Agreement Number 78209 for Special Legal Services with Cynthia Hernandez to serve as Chief Attorney for the provision of special legal services for the Probation Department. On September 16, 2014, the Board approved Agreement Number 78267 to fill the Deputy Chief Attorney position. The OIM Staff Attorney position however has remained vacant since May 13, 2014, and this recommendation is now being made to fill that vacancy and provide assistance to the Chief Attorney.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal 1: Operational Effectiveness; Maximize the effectiveness of the process, structure and operations to support timely delivery of customer-oriented and efficient public service. The specialized legal services will help enhance the County's ability to protect the well-being and safety of its citizens, clients, and employees.

FISCAL IMPACT/FINANCING

The proposed Agreement provides that the OIM Staff Attorney is paid a total base annual compensation amount of \$148,000, plus actual and necessary expenses incurred. Sufficient funding is included in Probation's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall commence January 5, 2015 and shall terminate on June 30, 2017. Either party may terminate the Agreement, for any or no reason whatsoever, by giving the other party no less than thirty calendar days advance written notice of such termination.

Under the Agreement, the OIM Staff Attorney's key responsibilities, under the direction of the Chief Attorney, include but are not limited to: (1) providing periodic status reports on selected investigations, uses of force, the disciplinary process, and reviews of significant matters; (2) assisting in the initiation, structuring, and development of ongoing internal investigations conducted by Probation Department's Professional Standards Bureau to ensure that investigations are complete, effective and fair; (3) participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation, (4) monitoring ongoing investigations and reviewing completed investigations conducted by Probation Department's Professional Standards Bureau to ensure that content, disposition and discipline are appropriate; and (5) monitoring and making recommendations about direction, disposition, discipline, and corrective action throughout the disciplinary process.

Under the Agreement, the OIM Staff Attorney receives a base annual compensation in the amount of \$148,000. The OIM Staff Attorney shall also receive reimbursement for actual and necessary expenses incurred. The base annual compensation amount is based upon the expectation that the time devoted to County services by the OIM Staff Attorney will be comparable to the time a full-time

County employee is expected to devote to the County. The Agreement provides for a discretionary increase in annual compensation in the event that the Board approves a general percentage salary adjustment for County employees in any given year.

The County agrees to provide the OIM Staff Attorney with a vehicle, office space, equipment, and staff support as may be mutually agreed to by the Chief Attorney, the OIM Staff Attorney, and the County Contract Managers.

In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the OIM Staff Attorney under the Agreement, the County agrees to indemnify, defend, and hold the OIM Staff Attorney harmless from claims of liability resulting from acts and omissions of the OIM Staff Attorney in the performance of services provided within the scope of services required pursuant to the Agreement, to the same extent as if the OIM Staff Attorney was a County employee under California Government Code section 995 et seq.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services to assist the Chief Probation Officer in the performance of his duties.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Agreement with the OIM Staff Attorney will provide additional assistance to the Chief Attorney in the provision of this critical function and service.

CONCLUSION

Upon approval by the Board, please return one stamped adopted copy of the letter with a stamped adopted copy of the Agreement to:

1. Chief Executive Office
Attention: Georgia Mattera, Senior Assistant Chief Executive Officer
500 West Temple Street, 7th Floor
Los Angeles, CA 90012
2. Office of the County Counsel
Attention: Jennifer Lehman, Assistant County Counsel
500 West Temple Street, 6th Floor
Los Angeles, CA 90012
3. Probation Department
Administrative Services
Attention: Kym Vieira, Administrative Deputy
9150 East Imperial Highway
Downey, CA 90242
4. Office of the Independent Monitor

The Honorable Board of Supervisors

12/2/2014

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Attention: Cynthia Hernandez, Chief Attorney
9150 East Imperial Highway
Downey, CA 90242

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brence Culp". The signature is stylized with a large, looped "B" and a cursive "Culp".

BRENCE CULP

Acting Chief Executive Officer

BC:SHK:GM:GS

AHW:cg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Probation

**AGREEMENT FOR SPECIAL LEGAL SERVICES
OFFICE OF THE INDEPENDENT MONITOR
FOR PROBATION DEPARTMENT**

This Agreement for Special Legal Services ("Agreement") is entered into as of this _____ day of _____, _____ by and between the County of Los Angeles ("County") and Antoinette Morris ("OIM Staff Attorney") for the purpose of providing special legal services with the Office of the Independent Monitor ("OIM") for the Los Angeles County Probation Department ("Probation Department").

RECITALS

- A. WHEREAS, the Chief Probation Officer has requested resources for the Chief Probation Officer to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate; and
- B. WHEREAS, the Chief Probation Officer wishes to ensure that the allegations of intradepartmental misconduct are investigated and reviewed in a fair, thorough, and impartial manner; and
- C. WHEREAS, pursuant to California Government Code Section 31000, the Board of Supervisors has the authority to contract for specialized services to assist the Chief Probation Officer in the performance of his duties; and
- D. WHEREAS, on May 13, 2014, the County entered Agreement Number 78209 with Cynthia Hernandez to serve as Chief Attorney for the provision of special legal services with OIM for the Probation Department, whereby the County agreed to provide the Chief Attorney with the assistance of a staff attorney; and
- E. WHEREAS, the OIM Staff Attorney has been determined to be uniquely qualified to serve as such a staff attorney resource.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the OIM Staff Attorney agree as follows:

1.0 GENERAL SCOPE OF SERVICES – OIM STAFF ATTORNEY

- 1.1 The OIM Staff Attorney shall, subject to coordination and guidance of the Chief Attorney, assist the Chief Probation Officer in fulfilling his duties and obligations by investigating allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate. The OIM Staff Attorney shall assist the Chief Attorney in the oversight and coordination of the independent review process and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.
- 1.2 The OIM Staff Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney.
- 1.3 The OIM Staff Attorney represents and warrants to the County, and the County relies upon such representation and warranty, that OIM Staff Attorney has the necessary skills, competence, and expertise to fully and completely perform the specialized legal services called for under this Agreement.

2.0 OIM STAFF ATTORNEY DUTIES

The OIM Staff Attorney, under the direction of the Chief Attorney, shall perform duties and functions related to the Probation Department including but not limited to the following:

- 2.1 Providing periodic status reports on selected investigations, uses of force, the disciplinary process, and reviews of significant matters to the Board of Supervisors and the Chief Probation Officer.
- 2.2 Assisting in the initiation, structuring, and development of ongoing internal investigations conducted by the Probation Department's Professional Standards Bureau to ensure that investigations are complete, effective, and fair.

- 2.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 2.4 Monitoring ongoing investigations and reviewing completed investigations conducted by the Probation Department's Professional Standards Bureau to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 2.5 Monitoring and making recommendations about direction, disposition, discipline, and corrective action throughout the Probation Department's disciplinary process.
- 2.6 Establishing and maintaining liaison with the District Attorney, Probation Executives, Probation Units and Facilities, County Counsel, employee unions, the Probation Commission, the United States Department of Justice, the Federal Bureau of Investigation, civil rights organizations, community based organizations, and other outside entities.
- 2.7 Performing thorough analyses and reviews of selected Probation Department internal investigations to determine whether Probation Department policies, practices, and procedures should be reexamined to prevent the future occurrence of similar allegations of misconduct, and when warranted, developing and proposing recommendations for revisions of the implicated policies, practices, or procedures.
- 2.8 Performing audits of Probation Department operations, reviewing selected internal investigations, and studying best practices from probation departments in other jurisdictions in order to develop and improve policies, practices, and procedures to ensure that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough, and impartial.
- 2.9 Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion with regard to integrity, conduct, and other issues that frequently are the subject of discipline.

- 2.10 Setting an operational philosophy to ensure that the needs and goals of the community, the Board of Supervisors, the Probation Department, and the staff are met.

3.0 TERM

- 3.1 The term of this Agreement shall commence on January 5, 2015 and shall terminate on June 30, 2017, unless sooner extended or terminated as provided herein.
- 3.2 Either party may, at its sole option and discretion, terminate this Agreement, for any or no reason whatsoever, by giving the other party no less than thirty (30) calendar days advance written notice of such term

4.0 COMPENSATION AND EXPENSES

- 4.1 The OIM Staff Attorney shall be paid an annual amount of \$148,000 for services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the OIM Staff Attorney pursuant to this Agreement. Reimbursement for necessary expenses shall be paid for such items at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.
- 4.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the OIM Staff Attorney will be comparable to the time a full-time County employee is expected to devote to the County.
- 4.3 In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after July 1 of any given year during the term of this Agreement, such general percentage adjustment may be applied to the Annual Compensation Amount during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees and shall be at the sole discretion of the County.
- 4.4 Payments of the Annual Compensation Amount by the County to the OIM Staff Attorney shall be made in twelve (12) monthly installments within ten

(10) business days after the first day of each month during the term of this Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) business days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

5.0 ACCESS TO RECORDS AND CONFIDENTIALITY

- 5.1 The OIM Staff Attorney shall have an attorney-client relationship with the County of Los Angeles, the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, when performing the special legal services provided pursuant to this Agreement.
- 5.2 As special counsel to the County of Los Angeles, the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, in performing the specialized legal assistance and independent review services provided pursuant to this Agreement, the OIM Staff Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments, and officers as may be material and relevant to performance of the OIM Staff Attorney's services and responsibilities pursuant to this Agreement.
- 5.3 All communications and reports to the County, including to the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, shall be made or submitted on a confidential attorney-client basis. Any public reports by the OIM Staff Attorney which are authorized by the County shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. All such information will be information acquired in confidence by a public employee in the course of his or her duties and not

open, or officially disclosed, to the public within the meaning of California Evidence Code Section 1040.

- 5.4 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney, and not by the OIM Staff Attorney or other staff.
- 5.5 All internal observations and determinations by the OIM Staff Attorney in the performance of the specialized legal assistance and independent review services provided pursuant to this Agreement are and shall be considered attorney work product and subject to the appropriate claims of privilege therein.
- 5.6 The confidentiality of all records and materials collected and used by the OIM Staff Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) business days from the date of expiration or termination of this Agreement be delivered to the Office of County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

6.0 COUNTY ADMINISTRATION

- 6.1 The County Chief Executive Officer and/or County Counsel shall serve as the County Contract Manager(s) for purposes of this Agreement.

7.0 NO ASSIGNMENT OR DELEGATION

- 7.1 This Agreement shall not be assignable by OIM Staff Attorney, either in whole or in part. Any attempt to assign this Agreement shall be void and confer no rights on any third parties.
- 7.2 All services and duties of the OIM Staff Attorney pursuant to this Agreement shall be the sole responsibility of the OIM Staff Attorney, and such services and duties may not be delegated without the prior written consent of the County. Any person not employed by the County whose services are utilized by the OIM Staff Attorney, with such prior written consent, to assist in the performance of the OIM Staff Attorney's services and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the OIM Staff Attorney, reviewed and

approved by County Counsel, agreeing to abide by the terms of this Agreement, including all requirements of confidentiality.

- 7.3 No person assisting the OIM Staff Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.
- 7.4 The OIM Staff Attorney shall be responsible for all assisting staff who are not County employees.
- 7.5 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney.

8.0 INDEPENDENT CONTRACTOR STATUS

- 8.1 The OIM Staff Attorney is not, nor shall she or any of her employees or agents be deemed for any purposes, an employee of the County; nor shall the OIM Staff Attorney, or any of her employees or agents, be entitled to any rights, benefits, or privileges of County employees.
- 8.2 The OIM Staff Attorney shall comply with all federal, state, and local statutes, laws, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by the OIM Staff Attorney under this Agreement.

9.0 INDEMNIFICATION

- 9.1 In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the OIM Staff Attorney pursuant to this Agreement, the County agrees to indemnify, defend, and hold the OIM Staff Attorney harmless from claims of liability resulting from acts and omissions of the OIM Staff Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the OIM Staff Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.
- 9.2 Except as specifically provided herein, the OIM Staff Attorney agrees to indemnify, defend, and hold the County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of the OIM Staff Attorney, including any

workers' compensation claims, liability, or expense arising from or connected with services performed by or on behalf of the OIM Staff Attorney by any person.

10.0 OFFICE SPACE, EQUIPMENT, AND STAFF SUPPORT

- 10.1 The County agrees to provide the OIM Staff Attorney, at no cost to the OIM Staff Attorney, with a vehicle, office space, equipment, and staff support and assistance as may be mutually agreed upon by the Chief Attorney, the OIM Staff Attorney, and the County Contract Managers. Any and all other office space, vehicle, equipment, and/or staff support assistance utilized by the OIM Staff Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of the OIM Staff Attorney.
- 10.2 All County provided vehicle, office space, equipment, and staff support, and any other County provided resources, shall be used only in the provision of services under this Agreement consistent with County policies regarding the use of County equipment by County employees. Such resources, including the County address and phone number, shall not be used by the OIM Staff Attorney to solicit or provide services to any entities, other than the County.
- 10.3 All office space shall be vacated, and all vehicles, equipment, and other County resources provided hereunder shall be relinquished to County, immediately upon expiration or termination of this Agreement.

11.0 NOTICES

- 11.1 Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail first class postage prepaid, addressed as follows:

To County:

Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to: Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

To OIM Staff Attorney: Antoinette Morris
Office of the Independent Monitor
9150 East Imperial Highway
Downey, CA 90242

- 11.2 The address for notice may be changed by the County or the OIM Staff Attorney, as the case may be, by written notice to the other party as provided herein.

**AGREEMENT FOR SPECIAL LEGAL SERVICES
OFFICE OF THE INDEPENDENT MONITORFOR PROBATION
DEPARTMENT**

IN WITNESS WHEREOF, the OIM Staff Attorney has executed this Agreement, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

OIM STAFF ATTORNEY

By  11/3/14
Antoinette Morris

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By 
Senior Deputy County Counsel